



## Cornell University ILR School

### NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### Contract Database Metadata Elements

Title: **Minerva Central School District and Minerva Central School District Non-Instructional Unit #6809, CSEA, AFSCME, AFL-CIO, Local 1000 & Essex County Local 816 (2002)**

Employer Name: **Minerva Central School District**

Union: **Minerva Central School District Non-Instructional Unit #6809, CSEA, AFSCME, AFL-CIO**

Local: **1000 & Essex County Local 816**

Effective Date: **07/01/02**

Expiration Date: **06/30/05**

PERB ID Number: **5635**

Unit Size: **14**

Number of Pages: **23**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

*Minerva Central School*  
**Agreement of  
M.C.S. Board of Education**

**and**

**The M.C.S.D. Unit #6809  
of the Essex County  
Local 816**

**of the  
C.S.E.A. Local #1,000  
A.F.S.M.E, AFL-CIO**

**July 1, 2002 to June 30, 2005**

**RECEIVED**

SEP 25 2002

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

## Index

Approval of the Legislature .....	1
Article I - Recognition Clause .....	2
Article II - Duration .....	2
Article III - Scope of Contract .....	2
Article IV - Areas For Discussion And Agreement .....	3
Article V - Negotiation Procedures .....	3
Article VI - Dues Checkoff .....	4
Article VII - Salary Schedule .....	4-5
Article VIII - Extra Compensation .....	5-6
Article IX - Health Programs .....	6-7
Article X - Miscellaneous Provisions .....	7-8
Article XI - Leave Policy (Section 1) .....	8-9
(Health Insurance for Retirees - Section II) .....	9-10
(Twelve Month Employees - Section III) .....	10
(Holiday Time - Section IV) .....	10-11
Article XII - Disciplinary Procedure .....	11
Article XIII - Grievance Procedure .....	11-13
Article XIV - Labor/Management Committee .....	13
Article XV - Savings Clause .....	14
Article XVI - Personnel File Policies .....	14
Article XVII - Payday .....	14
Article XVIII - Seniority, Layoff, Bumping and Recall .....	15
Article XIX .....	16
Article XX - Disclaimer .....	16
Signature Page .....	17
Appendix A .....	18-20
Appendix B .....	21

### **APPROVAL OF THE LEGISLATURE**

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval.

## **ARTICLE I - RECOGNITION CLAUSE**

In accordance with the provisions of the Public Employees' Fair Employment Act (Chapter 392 of the laws of 1967, Article 14 of the Civil Service Law), the Minerva Central School Board of Education, having determined that the Minerva Central School Civil Service Employees Association Unit #6809 of the Essex County Local 816 of the Civil Service Employees Association, Local #1000, AFSCME, AFL-CIO Inc., does represent the majority of the non-teaching employees in the School District, and having recognized CSEA as the exclusive negotiating agent for all non-teaching employees, including Head Custodian, Assistant Head Custodian, Custodians, Teachers Aides, Cleaners, School Bus Drivers, School Bus Driver/Food Service Helper, Cook-Manager, Assistant Cook-Manager, Food Service Helper, Automotive Mechanic, School Bus Driver/Custodian, School Bus Driver/Automotive Mechanic, of the District does enter into this Agreement between the Board of Education of the Minerva Central School District (hereinafter referred to as the "Board") and the Minerva Central School District Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO (hereinafter referred to as the "ASSOCIATION")

## **ARTICLE II - DURATION**

This agreement shall become effective on July 1, 2002 and expire on June 30, 2005.

## **ARTICLE III - SCOPE OF CONTRACT**

It is agreed by the parties hereto that all negotiable issues have been fully discussed by the parties and that full agreement has been reached concerning all such issues. It is further agreed that this contract represents the full and complete agreement between the parties and that there are no other agreements existing outside of this contract concerning any negotiable items.

Normal contract negotiations procedures will be adhered to in negotiations on the re-opener as set forth in Article V of the contract.

#### **ARTICLE IV - AREAS FOR DISCUSSION AND AGREEMENT**

Recognition constitutes an agreement between the Board and the Association to reach mutual understanding regarding matters related to terms and conditions of employment, including grievance procedures. The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Minerva Central School operation. The Board recognizes that it must operate in accordance with all statutory provisions of the State and such other rules and regulations as are promulgated by the Commissioner of Education in accordance with such statutes. The Board cannot reduce, negotiate or delegate its legal responsibilities. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary consent of the parties in a written and signed amendment to this Agreement, and must have Board approval.

Any individual arrangements, agreement or contract between the Board and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this agreement or subsequent agreements to be executed by the parties. If an individual arrangement, agreement or contract contains any language inconsistent with the Agreement, this Agreement, during its duration shall be controlling.

#### **ARTICLE V - NEGOTIATION PROCEDURES**

A) Designated representatives of the Board, with the Superintendent as advisor, will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreement.

Neither party shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside of the School District. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives shall be clothed with all necessary authority to make proposals, consider proposals, and reach compromise in the course of negotiations.

B) The first meeting for the next contract shall be held, if possible, before the last day of January 2005 on a date mutually agreeable to the Board of Education and the Association. All issues proposed for discussion shall be submitted in writing by the Association and by the Board at the first meeting. All necessary subsequent meetings shall be called at times and places mutually agreed to by the parties.

C) When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of agreement and submitted to the Association and the Board for approval.

D) In case agreement is not reached by the conduct of negotiations, the parties shall be bound by Article 14 of the NYS Civil Service Law and Impasse procedure.

E) The parties may call upon consultants to assist in representing them for negotiations and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting same.

## **ARTICLE VI - DUES CHECKOFF**

A) The Board agrees to deduct from the wages of any employee who is a member of the Association all membership dues as provided in written authorization executed by the employee and submitted to the Board. Such deductions shall be authorized, levied and certified in accordance with the Constitution and By-Laws of the Association. Each employee and the Association hereby authorized the Board to rely upon and to honor certificates by the Treasurer of the Association regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Association dues. The Board agrees to remit such monies to the Association.

The Board agrees to take from the wages and salaries of every non-member in this negotiating unit, an agency shop fee deduction in the amount of dues levied by the Association and to transmit said sums in a separate check to Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210. The Board agrees to send a list containing the names, addresses, social security numbers and dollar amounts paid of those agency shop fee employees along with the separate agency shop fee check.

## **ARTICLE VII - SALARY SCHEDULE**

See Appendix A & Appendix B for Salary Schedules.

CDL licensed employees shall receive \$25.00 per month stipend (10 month employee, \$250.00 total; 12 month employee, \$300.00 total). Such payment is included in the annual salary schedule attached.

It is the duty of the District to inform each employee annually of salary step position and annual salary amounts. The District shall provide step credit (time needed to qualify to move to the next salary step) from the time an employee commences employment with the District. In order for such an employee to be eligible for full step credit, such employee must be on the payroll as of March 1 prior to the July 1 date.

**HIRING RATE:** The District shall have the exclusive right to place a new employee up to step 4 (based upon the new hire's education, training, work experience).

### **Salaries for Supervisory Positions:**

The following positions will receive annual stipends for performing supervisory duties. These duties will be added to the employees annual salary and not paid in lump sum fashion.

#### **Annual Supervisory Stipends:**

Cook/Manager .....	\$1100
Head Custodian.....	\$2200
Assistant Head Custodian.....	\$1600
Head Bus Driver.....	\$2200
Lead Worker/Night Shift.....	\$550
Assistant Cook Manager.....	\$550
School Bus Driver Instructor...	\$550

### **Custodial Cleaner**

Person(s) in this position will follow the 12 month employee work schedule but will not be required to hold a valid CDL and New York State School Bus Driver license. This position differs by Civil Service description from the Custodial/Bus Driver position and is required only to fulfill duties on school campus as directed. Because of the job description and requirement differences of this position, employee(s) will follow the 12 month work schedule, but will be paid by step from the 10 month Salary Schedule column.

### **Transportation**

The District will inform the Supervisor or his/her designee of all bus runs as soon as possible. The Supervisor(s) or designee will be provided with a weekly printout of all bus runs scheduled during the day or evening. Off duty personnel will be used only if all possibilities of using on duty drivers have been exhausted. When regular duty personnel exceed the 40 hour weekly total they will receive specified overtime rate per hour.

### **"Extra Duty Rate/Summer Work Rate"**

All regular 10 month employees will receive specified overtime rates for all weekly hours asked to work in excess of 40 hours weekly. Summer work rate: employees who are normally employed on a 10 month basis and who perform work over the summer months (July and August) shall be compensated at their regular pay rate.

## **ARTICLE VIII - EXTRA COMPENSATION**

1) In the case of special authorized activities at which cafeteria services are desirable, cafeteria personnel will receive compensation at the rate as described in Article VII. When a school activity or outside function is being held, which includes use of the kitchen, at least one (1) member of the cafeteria staff will be on duty and will be compensated as described herein.

2) All non-teaching personnel will be provided, at no cost to them, an annual physical examination, including X-rays and other medical tests which will be arranged by the school district through the services of the School District's Physicians.

3) For authorized travel, reimbursement at the MCS rate for unit members shall be allowed, and this shall be adjusted at the Annual Organizational meeting in July of each year.

4) The duties as requested by the Immediate Supervisor or the Superintendent and his/her designee to any employee must be followed. These directives may be either oral or written, but must be complied with. If an employee feels that he/she has been treated unfairly, he/she may file a grievance in accordance with the Grievance Procedure.

5) All full time employees shall be granted two (2) fifteen (15) minute breaks; one to be taken in the first half of a continuous shift and one to be taken in the second half of a continuous shift. No full time non-teaching employee shall work more than 3 hours and 15 minutes without such break. All break and meal times shall be posted by Supervisors and presented in writing to the Superintendent by



September 1 of each school year. Employees are prohibited from using said break to start or conclude a duty shift.

6) All hours worked in excess of forty (40) hours are to be paid at the overtime rate described as per this agreement relevant to each situation. Paid Sick leave time and paid holiday time shall be considered time worked in computing forty (40) hours for overtime purposes.

7) Workweek for all employees is from 12:01 a.m. Sunday until 11:59 p.m. the following Saturday.

8) Full time twelve month personnel shall work summer (July & August) hours totaling thirty-seven and one-half (37.5) hours per week, and the same shall apply for student vacations that occur during the September-June student class session portion of the school year. Summer hours will be in effect starting with the first work day in July following graduation through the last work day in August. Duty assignments may be altered by Supervisors during times of shift changes.

9) Any employee covered by this agreement on duty during scheduled meal time shall be entitled to a meal which will be provided to employee at no cost to him/her. This meal, however, must not interfere with the student food program and only includes regularly scheduled meals prepared by the Food Service staff.

10) Transportation drivers who in the course of assigned runs outside of the Minerva Central School District, are forced to eat a meal outside of the MCS building due to the nature of the run, will be reimbursed for meals eaten outside of the district while in the course of their duty at a rate of \$9.00 per meal. This reimbursement does not apply to employees that are in attendance to conferences or attending activities at the direction of the School District. It applies only to employees eating meals while on duty as Bus Drivers.

## **ARTICLE IX - HEALTH PROGRAMS**

### **DENTAL PLAN**

The Board of Education will pay up to but not exceeding \$400.00 per employee, per year, toward a dental plan. The plan shall cover the employee, spouse, and children family members. The employee will be allowed to expand this coverage by paying additional fees or premiums into the plan for any amounts in excess of the \$400.00 limit. The plan should be provided by CSEA services or any other company that is mutually agreeable to both parties. This coverage will commence with the effective date of this contract.

### **VISION CARE PLAN**

The Board of Education will pay up to but not exceeding \$150.00 per employee, per year, toward a vision care plan. The plan shall cover the employee, spouse, and children family members. The employee will be allowed to expand this coverage by paying additional fees or premiums into the plan for any amounts in excess of the \$150.00 limit. The plan should be provided by CSEA services or any other company that is mutually agreeable to both parties. This coverage will commence with the effective date of this contract.

**NOTE:** The District agrees that CSEA may add or delete riders affecting Dental and Vision as the CSEA deems appropriate, however the District will only contribute it's agreed upon, annual amount as stated above. Any other costs of such riders shall be the responsibility of the covered bargaining unit members. The entire cost of such riders shall also be the responsibility of covered retirees.

### **HEALTH INSURANCE**

The Health Insurance Premium Employee contribution is as follows:

2002 – 2003	2003 – 2004	2004 – 2005
5.50%	6.50%	7.50 %

Coverage available is for the employee, and/or spouse and/or family plans.

This provision only covers full-time, 10 or 12-month employees (40 hour per week) and part-time employees 20 hours or more per week.

The annual co-pay shall be deducted from the employee's pay through equal pro-rata payroll deductions from September to June.

If the employer can provide health insurance coverage fully comparable to the current health plan, the parties mutually agree to open negotiations solely for the purpose of this issue.

The District shall provide full 3 part IRS 125 Plan. The Flexible Benefit Plan Section 125 is mutually agreeable to the District and the Association. The District shall pay the administrative fees. The annual unreimbursed medical expense account shall be set at \$2,000 per year.

### **DRUG PRESCRIPTION PROGRAM:**

All employees and their dependents have the right to be enrolled in the Drug Prescription Plan. The District shall pay 100% of the Prescription Premium. The prescription co-pays shall be: \$9.00. The employee will be reimbursed \$6.00 for generic and \$4.00 for a brand name drug.

If the employer can provide a prescription plan equal to or better than the above stated plan, the District shall have the option to change the coverage of the plan.

## **ARTICLE X - MISCELLANEOUS PROVISIONS**

A) The Board hereby agrees that the President of the non-teaching CSEA unit shall be allowed to perform his/her duties as unit President during his/her scheduled work time. Not more than ten (10) meetings a year for performance of union business on his/her scheduled work time. He/She must notify the Superintendent in writing at least twenty-four (24) hours in advance if he/she is to conduct union business during his/her work time. However, when conducting CSEA business, he/she inform the main

office once he/she has completed the union business and the time during which the union business was conducted must be made up either at the beginning or at the end of the same shift or work during which he/she conducted such business.

B) A CSEA work calendar, which may differ from the school student calendar, illustrating all work days for school employees will be delivered by the superintendent to the association for its members prior to September 15 of each year.

C) Within the parameters of Civil Service regulations and laws, any employee covered by this agreement will be eligible to work any assigned shift or duties at the posting of the Supervisor and approved by School district administration. This includes, but is not limited to, split shifts, combination duty shifts, seasonal change of shifts or duties or specific additions to the duty list of a position or shift. These changes will not effect employment or salary conditions as outlined in this agreement.

D) Employees who are called back to work from off duty time in emergency situations are guaranteed a minimum of two (2) hours work detail.

## **ARTICLE XI - LEAVE POLICY**

### **SECTION I**

1) All full time regular employees working the Ten (10) month schedule shall receive Ten (10) days of sick leave credited for each year of service per annual contract. All full-time employees working the twelve (12) month schedule shall receive thirteen (13) days of sick leave credited for each year of service.

2) Ten month employees and twelve month employees shall receive Three (3) personal days per year, non-accumulative, for personal business, if necessary. Said leave will only be granted with prior approval of the Superintendent. This request must be made in writing at least two (2) days in advance. All unused personal leave days shall be added to accumulated sick leave at the end of the school year.

3) Part-time employees may be assigned to work during scheduled vacation times. Any of these regular ten (10) month or twelve (12) month part-time employees who work at least twenty (20) hours per week as part of their regular assignment shall be allowed five (5) sick leave days (non-cumulative), two (2) personal leave days (non-cumulative) and two (2) death-in-family days (non-cumulative).

4) All employees covered by this agreement shall receive the benefits described within Item 1 and 2 of this Article only after employment with the district has passed the first July 1<sup>st</sup> (at which time the benefits will begin) after their effective employment.

5) If necessary for employees to attend compensation hearings as a result of an injury received while in performance of their duties, they will be subject to no loss of pay or sick leave.

6) Employees are guaranteed pay for all non-scheduled closings of school for snow or other emergencies. An employee required to work on a snow closing day shall work no less than four (4) hours. Said employee shall be paid for a full day of work.

7) If an employee is called to serve on a jury, the time spent on the jury shall not be charged against the employee's sick leave, and no wages shall be deducted. The Board shall pay the difference between the regular salary and the jury salary only. If an employee is called to serve on a jury, he/she shall inform the Superintendent within twenty-four (24) hours of said notification. If this is not done, then he/she shall not be paid by the Board. Two (2) days per year without loss of pay are allowed if subpoenaed to appear in court, if not paid otherwise.

8) In case of death in the immediate family, three (3) bereavement days, non-accumulative, shall be granted without loss of pay. Immediate family is meant to include employee's and spouse's, mother, father, sister, brother, son, daughter, and grandchildren, as well the spouse.

9) Three (3) days, non-accumulative, allowed without loss of pay for sickness in family. If more than three (3) days are required, additional days are deducted from the employee's sick leave. Immediate family will include the same members as listed in item 8 of this article.

10) In the case of an employee being absent for part of a day, the charge against sick leave will be determined by the Superintendent as follows: Actual percentage of work day missed rounded down to the next quarter of a day, will be deducted from sick leave time.

11) Employees shall make a good faith effort to notify the Supervisor four (4) hours prior to the start of the scheduled work day, so as to enable him/her ample time to seek a substitute. Employees should also notify the Supervisor by 2:00 p.m. the day before they are to return to work as to their status. It is the duty of the Supervisor(s) to notify the Superintendent in timely fashion of these events.

12) All employees, especially Supervisors, are encouraged to attend workshops and in-service education classes/conferences in their respective fields with permission granted in advance. The request must be made in writing prior to receiving approval for attendance.

13) Immediate Supervisors, in addition to the Superintendent, must be informed on all matters pertaining to leave, although the Superintendent retains sole supervisory responsibility for granting leave time.

## **SECTION II – Health Insurance for Retirees**

For Bargaining Unit members that retire on or after July 1, 2002 the District shall pay the following premium percentage amounts:

**\*\*After 15 years of service, District will pay 50% of premium.**

**\*\*After 20 years of service, District will pay 100% of premium.**

**\*\*In order to be eligible for the above benefit, the retiree must be eligible for and immediately retire, pursuant to the New York State Employees Retirement System. Such notice must be submitted in writing to the District six (6) months prior to such retirement. The School Board may consider and grant this benefit in the event extenuating circumstances prevented a retiring employee from providing the six months notice.**

## **Sick Day Bank**

Members of CSEA will be allowed to transfer an optional number of sick days not to exceed 5 per individual annually, into a sick bank. These days will be taken from each members active accumulation of sick time. The association and the board through the labor management committee will authorize the school to distribute days from the bank to any individual in need. Those individuals using sick bank days may return days to the bank, when able, up to the number of days used.

## **SECTION III -TWELVE MONTH EMPLOYEES**

All Twelve month employees will be subject to appropriate conditions of section I and II of this article with the following additions.

The following Vacation schedule for the twelve month positions -

After 1 full year	- 1 week
After 2 full years	- 2 weeks
After 5 full years	- 3 weeks
After 10 full years	- 4 weeks
After 15 full years	- 5 weeks
After 20 full years	- 6 weeks

Employees will use allotted vacation time for all mandatory "School District Vacation Time". School District Vacation time will be periods of time when the entire school district operation, except administration, is closed. These periods of time may not be held during times when students are in attendance. This provision may not supersede any paid employee holidays.

## **SECTION IV - HOLIDAY TIME**

1) Vacation is to be taken within each year from July 1 through June 30. Each vacation must be requested in writing, in advance, so that the Superintendent may approve the request. Approval must be granted before vacation time may commence. Vacation time is non-accumulative.

2a) Twelve month employees shall receive fourteen (14) paid holidays per year.  
Holidays to be observed are as follows:

New Year's Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Fourth of July	Christmas Eve Day
Labor Day	Christmas Day
Martin L. King Jr. Day	Boxing Day

2b) If a holiday(s) falls on a Saturday, the preceding Friday shall be observed as the paid holiday. If a holiday(s) falls on a Sunday, the following Monday shall be observed as the paid holiday. If two (2) holidays, fall on the same date, then the Union and the Employer shall meet to establish a mutually agreeable date(s) to observe the holiday (s) not observable. If a holiday falls on a day when school

classes are in session, under emergency situations, the Union and the Employer shall meet for the purpose of agreeing upon a compensatory day off with pay in lieu of the holiday. Where parties to this agreement cannot agree on which date(s) the holiday(s) or compensatory time off will be observed, the parties shall submit three (3) choices of date(s) for observance of the holiday or compensatory day.

## **ARTICLE XII - DISCIPLINARY PROCEDURE**

All employees not covered under Section 75 and 76 of the Civil Service Laws of the State of New York are accorded the following rights:

- 1) Prior to action on any suspension, forfeiture of pay or complete dismissal, the employee will be notified in writing of the job related charges against him/her and granted an opportunity to answer before the Board and to have any evidence or witnesses presented on his/her behalf.
- 2) Only after said opportunity may the Board take final action against an employee.
- 3) It is further provided that the Board may suspend an employee without pay in accordance with the Civil Service Law.

## **ARTICLE XIII - GRIEVANCE PROCEDURE**

### **Definitions:**

- 1) "**Employee**" shall mean any bargaining unit member described in the bargaining unit, employed by Minerva Central School Board of Education.
- 2) "**Superintendent**" shall mean the Chief School Officer or one acting in that capacity.
- 3) "**Representative**" shall mean any person or designee of employee or the Civil Service Employees Association.
- 4) "**Grievance**" shall mean a claim by an employee or group of employees based upon a claimed violation, misinterpretation, misapplication, or inequitable application of this Agreement, law or a Board of Education policy, rules and regulations, as they pertain to the terms and/or conditions of employment.

Any grievance which arises from a dispute based upon this Agreement may be brought to the binding arbitration stage. Any grievance which arises from a dispute over law or Board of Education Policy, rules and/or regulations will cease at the Board's stage of the procedure unless otherwise mutually agreed by the Board and the CSEA.

- 5) "**Aggrieved**" shall mean any employee, group of employees, or the CSEA with a claim to an alleged grievance.

### **Basic Principles:**

The purpose of the grievance shall be to secure at the earliest possible stage, and in an orderly manner, equitable solutions to alleged grievances. The procedure hereforth set will permit the

presentation of grievance without coercion, discrimination or reprisal on the part of either party. It will provide the Board, its' staff and Administration with the opportunity to dispose of the differences without time consuming and disruptive processes. All discussions and hearings will be held in executive session and shall be confidential. Until a final determination is made concerning a grievance, the employee will follow the directives of his/her Immediate Supervisor.

1) The resolution of a grievance at the earliest possible stage is encouraged. The number of days indicated at each level shall be a maximum. All references to days indicated shall be workdays, Monday through Friday, but excluding holidays.

2) An employee shall have the right to be represented at any stage of the procedure by a person or persons of his/her choice.

3) The function of these procedures is to assure equitable and proper treatment under the existing laws, rules and regulations and policies which relate to and affect the employee in the performance of his/her assignment. They are not designated to be used for changing such rules or establishing new ones.

4) In the event a grievance is filed on or after June 1st, upon request by or on behalf of the aggrieved party, the time limitations set forth herein shall be reduced to limits mutually satisfactory so that the grievance procedure may be exhausted prior to the end of the school term or as soon as thereafter possible.

5) The grievance shall be submitted in writing to the Supervising Principal at Level One (Formal Stage) within thirty (30) school days of the time the aggrieved party knew of the events or should have known of the events or conditions upon which the grievance was based.

#### **Procedures:**

**LEVEL ONE (Informal Stage)** - The aggrieved party shall either directly or through the CSEA present his/her grievance to the Superintendent with the objective of resolving the matter informally.

**(Formal Stage)** - If the grievance is not resolved informally, it shall be reduced to writing and presented to the Superintendent, within ten (10) days after the informal level. The Superintendent shall render his/her determination in writing to the aggrieved employee within ten (10) days after the grievance has been presented to him/her.

**LEVEL TWO** - If the aggrieved bargaining unit member is not satisfied with the decision at Level One, he/she may file the grievance in writing within ten (10) days to the Board of Education for review and determination. All written statements and records of the case should be submitted to the President of the Board of Education.

Within fifteen (15) school days, the Board shall hear the arguments of both the Superintendent and the aggrieved employee and/or his/her representative. The purpose of hearings is to discuss the decision handed down by the Superintendent and render a decision thereon. The Board shall render a decision to the aggrieved employee and the Superintendent within fifteen (15) school days after the hearing.

### **LEVEL THREE - (Arbitration)**

A) If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within (10) days after the hearing of the Board, or its' designated committee, he/she may, within five (5) days after a decision of the Board, or fifteen (15) days after the hearing with the Board, or its' designated committee, whichever is sooner, request, in writing, that the Chairperson of the CSEA Committee submit his/her grievance to arbitration. If the CSEA committee Chairperson determines that the grievance is meritorious and that the submitting same to arbitration is in the best interests of the school system, it may submit the grievance to arbitration within fifteen (15) days after receipt of a request by the aggrieved person by notifying the Board of that effect.

B) Within fifteen (15) school days after such written notice of submission to arbitration, the Board and CSEA Committee will request a list of arbitrators from the Public Employment Relations Board (PERB). The parties will then follow the rules and procedures of PERB in the selection of an arbitrator.

C) The arbitrator so selected will confer with representatives of the Board and CSEA Committee and hold hearings promptly in the Town of Minerva and will issue a decision not later than twenty (20) days from the date that final statements and proofs are submitted. The decision of the arbitrator will be in writing and will set forth the findings of fact, reasoning and conclusion on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by the law or which is violative of the terms of this Agreement. The decision of the arbitrator will be final and binding upon the parties.

D) The cost for arbitrator shall be shared equally by the Board and the CSEA.

### **ARTICLE XIV - LABOR/MANAGEMENT COMMITTEE**

A) Two (2) members of the Labor/Management Committee shall be appointed by the Board President and two (2) members shall be appointed by the President of CSEA. All meetings shall convene on the requests of either party.

B) Meetings shall be convened within two (2) weeks of a written notice by either party of their desire to conduct a Labor/Management meeting. Each party will present to the other party a written agenda of the subjects it plans to discuss at the meeting. Agendas shall be submitted at least one (1) week in advance of each meeting. The week's notice and written agenda may be waived upon the mutual agreement of both parties. The time and place of the meeting shall be mutually agreed upon and at the mutual convenience of both parties.

C) The joint Labor/Management Committee is concerned primarily with the proper administration of the Agreement and the solutions of matters of mutual concern arising during the term of, and pertaining to, this Agreement.

D) This Committee will attempt to foster all communications between the School Board and Administration and the Labor Organization.



## **ARTICLE XV - SAVINGS CLAUSE**

If any Article or section of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

## **ARTICLE XVI - PERSONNEL FILE POLICIES**

A) All data maintained by the District on individual members of the bargaining unit relative to employment, promotion, discipline and all other job related matters, exclusive of confidential references and communications received in connection with the initial employment, shall be placed in a single file and maintained in the Central Office.

B) A bargaining unit member may see his/her own personnel file and copy any items in same on request at a reasonable time. Use of any District equipment for such copying shall be with the prior approval of the Superintendent except in cases where a disciplinary action is involved.

C) No material shall be filed or maintained unless the bargaining unit member has had an opportunity to examine the material. The bargaining unit member must affix his/her signature on the actual copy to be kept with the express understanding that such signature merely signifies that he/she has examined the material. Such signature does not necessarily indicate agreement with the material. Any refusal to sign shall be noted and witnessed on the file copy before filing.

D) A bargaining unit member shall have the right to rebuttal, explain and comment upon any material in his/her file and such statement shall be appended to the appropriate item(s) in the file.

E) No anonymous material shall be placed in a bargaining unit member's personnel file.

## **ARTICLE XVII - PAYDAY**

All employees shall have their respective wages or salaries computed on the basis of twenty-six (26) pay periods. The payment of said wages or salary for ten (10) month employees shall be as follows:

Employee will have the option of 26 equal or 21 equal pay periods.

Any ten (10) month employee who leaves service during the academic school year (i.e., July 1st through June 30th) shall be paid the amount owed to said employee by having his/her wages computed on a twenty-six (26) payroll period basis.

## **ARTICLE XVIII - SENIORITY, LAYOFF, BUMPING AND RECALL**

### **A) Definition**

1) "Seniority" shall be defined as the length of continuous service with the Employer from the date of hire of the employee.

2) "Title Seniority" shall be defined as the length of continuous service of an employee since entry of such employee into the title.

3) "Departmental Seniority" shall be defined as the length of continuous service of an employee since entry of such employee into the department.

### **B) Layoff, Bumping and Recall**

For purposes of layoff of non-competitive and laboring class employees, the employee(s) with the least amount of seniority shall be first to be laid off until the total number of employees required to decrease forces shall be established. Having exhausted his/her seniority in his/her current title, the laid off employee shall exercise his/her departmental seniority to displace an employee in a lower job title within the department who has lesser departmental seniority than the bumping employee. Recalls shall notify receipt requested at the employee's last known address. Such recall notification must be acknowledged by the employee within seven (7) working days of receipt.

All part-time and temporary employees in each title shall be laid off prior to the layoff of full time employees. The layoff procedure for full time employees as stated herein shall be used in the event of the layoff of any part-time employees.

C) As used in the above paragraphs, continuous service shall include those periods when an employee is on the Employer's payroll and those periods when an employee is: (1) on leave of absence; (2) on layoff; (3) absent from and unable to perform the duties of his/her position by reason of a disability resulting from occupational injury or disease, and; (4) such other periods of service, if any, as the Civil Service Law, Articles 80 and 81A requires to be treated as part of the employee's continuous service.

D) Subject to applicable provisions of the Civil Service Law, if any, an employee loses his/her seniority only when one of the following occurs: (1) he/she resigns, unless he/she is reinstated within the period permitted by any provision of the Civil Service Law applicable to him/her; (2) he/she is discharged; (3) he/she retires, or (4) he/she refuses a recall.

E) All competitive employees shall be governed under the appropriate provisions of the Civil Service Law as it pertains to layoff, bumping and recall.

F) The Employer shall provide the Union with lists containing title, department and district-wide seniority dates of each employee within thirty (30) days of the execution of this Agreement. Any dispute concerning the seniority dates of an employee shall be submitted to final and binding arbitration for resolution.

## **ARTICLE XIX**

All employees shall be covered by the New York State Employees Retirement System, Retirement Plan 75i.

## **ARTICLE XX - DISCLAIMER**

The Minerva Central School District does not discriminate on the basis of age, color, creed, disability, marital status, veteran status, family status, national origin, race, or sex in the educational programs and activities which it operates. This policy is in compliance with Title XI of the Educational Amendments of 1972, and all applicable Federal and State Laws and Regulations.

Inquiries concerning this policy may be referred to the Minerva Central School District, c/o Affirmative Action Officer, P.O. Box 39, Olmstedville, New York 12857.

The Minerva Central School District is an equal opportunity educator and employer.

SIGNATURE PAGE

For the Minerva Central School District Unit #6809 of the Essex County Local 816 of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO.

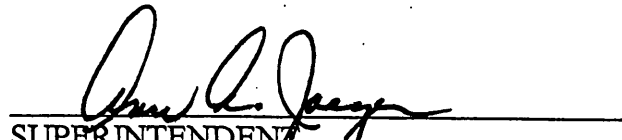
  
UNIT PRESIDENT

9-5-02  
DATE

  
COLLECTIVE BARGAINING SPECIALIST

9-5-02  
DATE

For the Minerva Central School District.

  
SUPERINTENDENT

August 22, 2002  
DATE

  
BOARD OF EDUCATION NEGOTIATOR

August 22, 2002  
DATE

**2002/2003 Appendix A**

STEP	10 month no CDL	12 month no CDL	no CDL Hourly	10 month with CDL	10 month with CDL Hourly	12 month with CDL	12 month with CDL Hourly
1	14,109	18,342	8.82	14,359	8.97	18,642	8.96
2	14,385	18,701	8.99	14,635	9.15	19,001	9.14
3	14,673	19,077	9.17	14,923	9.33	19,377	9.32
4	14,961	19,449	9.35	15,211	9.51	19,749	9.49
5	15,250	19,824	9.53	15,500	9.69	20,124	9.68
6	15,554	20,220	9.72	15,804	9.88	20,520	9.87
7	15,858	20,616	9.91	16,108	10.07	20,916	10.06
8	16,163	21,011	10.10	16,413	10.26	21,311	10.25
9	16,484	21,429	10.30	16,734	10.46	21,729	10.45
10	16,805	21,847	10.50	17,055	10.66	22,147	10.65
11	17,145	22,287	10.72	17,395	10.87	22,587	10.86
12	17,821	23,168	11.14	18,071	11.29	23,468	11.28
13	18,159	23,608	11.35	18,409	11.51	23,908	11.49
14	18,498	24,048	11.56	18,748	11.72	24,348	11.71
15	18,871	24,532	11.79	19,121	11.95	24,832	11.94
16	19,243	25,016	12.03	19,493	12.18	25,316	12.17
17	20,005	26,005	12.50	20,255	12.66	26,305	12.65
18	20,393	26,512	12.75	20,643	12.90	26,812	12.89
19	20,800	27,040	13.00	21,050	13.16	27,340	13.14
20	21,207	27,567	13.25	21,457	13.41	27,867	13.40
25	23,834	30,988	14.90	24,084	15.05	31,288	15.04

**“Note: Steps 21-24 do not exist. Employees remain at Step 20 until 25 years of service is reached.”**

**2003/2004 -- Appendix A**

STEP	10 month no CDL	12 month no CDL	no CDL Hourly	10 month with CDL	10 month with CDL Hourly	12 month with CDL	12 month with CDL Hourly
1	14,391	18,709	8.99	14,646	9.15	19,015	9.14
2	14,673	19,076	9.17	14,933	9.33	19,388	9.32
3	14,960	19,449	9.35	15,220	9.51	19,761	9.50
4	15,260	19,840	9.54	15,520	9.70	20,152	9.69
5	15,559	20,227	9.72	15,819	9.89	20,539	9.87
6	15,860	20,636	9.91	16,120	10.08	20,929	10.06
7	16,176	21,029	10.11	16,436	10.27	21,341	10.26
8	16,492	21,441	10.31	16,753	10.47	21,753	10.46
9	16,810	21,851	10.51	17,070	10.67	22,163	10.66
10	17,143	22,286	10.71	17,403	10.88	22,598	10.86
11	17,477	22,721	10.92	17,737	11.09	23,033	11.07
12	17,831	23,178	11.14	18,091	11.31	23,490	11.29
13	18,534	24,095	11.58	18,794	11.75	24,407	11.73
14	18,885	24,552	11.80	19,145	11.97	24,864	11.95
15	19,238	25,010	12.02	19,498	12.19	25,322	12.17
16	19,626	25,513	12.27	19,886	12.43	25,825	12.42
17	20,013	26,017	12.51	20,273	12.67	26,329	12.66
18	20,805	27,045	13.00	21,062	13.16	27,357	13.15
19	21,209	27,572	13.26	21,469	13.42	27,884	13.41
20	21,632	28,122	13.52	21,892	13.68	28,434	13.67
25	24,311	31,608	15.19	24,566	15.35	31,914	15.34

**“Note: Steps 21-24 do not exist. Employees remain at Step 20 until 25 years of service is reached.”**

**2004/2005 Appendix**

STEP	10 month no CDL	12 month no CDL	no CDL Hourly	10 month with CDL	10 month with CDL Hourly	12 month with CDL	12 month with CDL Hourly
1	14,679	19,083	9.17	14,939	9.34	19,395	9.32
2	14,967	19,457	9.35	15,232	9.52	19,776	9.51
3	15,260	19,839	9.54	15,530	9.71	20,164	9.69
4	15,558	20,227	9.72	15,829	9.89	20,551	9.88
5	15,870	20,634	9.92	16,141	10.09	20,958	10.08
6	16,181	21,036	10.11	16,452	10.28	21,361	10.27
7	16,494	21,461	10.31	16,765	10.48	21,766	10.46
8	16,823	21,870	10.51	17,093	10.68	22,195	10.67
9	17,152	22,299	10.72	17,422	10.89	22,623	10.88
10	17,482	22,725	10.93	17,753	11.10	23,050	11.08
11	17,829	23,177	11.14	18,099	11.31	23,502	11.30
12	18,176	23,630	11.36	18,446	11.53	23,954	11.52
13	18,544	24,105	11.59	18,815	11.76	24,430	11.75
14	19,275	25,059	12.05	19,546	12.22	25,383	12.20
15	19,640	25,534	12.28	19,911	12.44	25,859	12.43
16	20,008	26,010	12.50	20,278	12.67	26,335	12.66
17	20,411	26,534	12.76	20,681	12.93	26,858	12.91
18	20,814	27,058	13.01	21,084	13.18	27,382	13.16
19	21,637	28,127	13.52	21,904	13.69	24,451	13.68
20	22,057	28,678	13.79	22,328	13.95	28,999	13.94
25	24,797	32,240	15.50	25,057	15.66	32,552	15.65

**“Note: Steps 21-24 do not exist. Employees remain at Step 20 until 25 years of service is reached.”**

**Appendix B**

<b><u>Teacher Aides</u></b>	<b><u>2002-2003</u></b>	<b><u>2003-2004</u></b>	<b><u>2004-2005</u></b>
-New Hire	\$9,450	\$9,450	\$9,450
<b><u>Hire Date</u></b>			
12/9/93	\$12,381	\$12,876	\$13,391
2/10/00	\$11,117	\$11,562	\$12,024

Teacher aide's salary increase will be 4% for 2002-2003, 2003-2004, 2004-2005.